

**FINAL**

# **EATONVILLE TOWN COUNCIL REGULAR COUNCIL MEETING AGENDA**

THIS MEETING WILL BE HELD AT THE  
**EATONVILLE COMMUNITY CENTER**  
305 CENTER ST. WEST, EATONVILLE

***AGENDAS ARE SUBJECT TO CHANGE***

**7:00 PM REGULAR COUNCIL MEETING**

**JUNE 14, 2010**

**1. CALL TO ORDER**

**A. ROLL CALL**

**BOWMAN** \_\_\_\_\_ **ALLISON** \_\_\_\_\_ **PIERCE** \_\_\_\_\_ **SCHAUB** \_\_\_\_\_  
**VALENTINE** \_\_\_\_\_

**2. OPENING CEREMONIES**

**A. PLEDGE OF ALLEGIANCE**

**B. TOWN OF EATONVILLE- MISSION STATEMENT**

"The Towns mission is to create, provide and administer municipal services while protecting the present and future health, safety and general welfare of the community"

**3. AGENDA REVIEW and APPROVAL/SET TIME RESTRICTIONS**

**4. COMMENTS FROM CITIZENS**

**5. CONSENT AGENDA**

a. Payroll	22829 THRU 22885	\$100,615.61
b. Claims	28499 THRU 28503	\$ 61,870.78
c. Claims	28505 THRU 28567	\$121,684.01

**6. DEPARTMENT HEAD/COUNCIL COMMITTEE/BOARD/COMMISSION REPORT**

A. POLICE REPORT  
B. FIRE/EMS REPORT  
C. PUBLIC WORKS REPORT  
D. YOUTH CONNECTION REPORT  
E. COMMITTEE REPORTS  
F. MAYOR'S REPORT  
G. STAFF REPORTS

**7. UNFINISHED BUSINESS**

**A. ORDINANCE 2010-8 (2<sup>ND</sup> READING)**

AN ORDINANCE OF THE EATONVILLE TOWN COUNCIL, FORMALLY ESTABLISHING THE POLICE DEPARTMENT IN THE EATONVILLE MUNICIPAL CODE, SETTING FORTH THE DUTIES OF THE POLICE CHIEF, CREATING THE POSITION OF DEPUTY CHIEF, SETTING FORTH THE DUTIES OF DEPUTY CHIEF, FILING THE JOB DESCRIPTION WITH THE TOWN CLERK, AND ADDING A NEW CHAPTER 2.29 TO THE EATONVILLE MUNICIPAL CODE

**B. ORDINANCE 2010-10 (2<sup>ND</sup> READING)**

AN ORDINANCE AMENDING THE 2010 BUDGET OF THE TOWN OF EATONVILLE, AS ADOPTED BY ORDINANCE NO. 2009-20.

**C. ORDINANCE 2010-11 PUBLIC HEARING (2<sup>ND</sup> READING)**

AN ORDINANCE OF THE TOWN OF EATONVILLE, WASHINGTON, RELATING TO REMOVAL OF JUNK VEHICLES FROM PRIVATE PROPERTY, DECLARING JUNK VEHICLES TO BE NUISANCES AND UNLAWFUL, DEFINING JUNK VEHICLES, DESCRIBING THE PROCEDURE FOR ISSUANCE OF NOTICES OF VIOLATION TO THE PROPERTY OWNER AND OWNER OF THE VEHICLE, HEARING, ABATEMENT, IMPOSITION OF CIVIL PENALTIES AND COLLECTION OF PENALTIES, AND ADDING A NEW CHAPTER 8.09.

**8. NEW BUSINESS**

**A. PROCLAMATION**

A PROCLAMATION OF THE TOWN OF EATONVILLE, WASHINGTON PROCLAIMING JULY 10<sup>TH</sup> THRU THE 11<sup>TH</sup> OF 2010 AS "RELAY FOR LIFE DAYS".

**B. RESOLUTION 2010-AA**

A RESOLUTION OF THE EATONVILLE TOWN COUNCIL AUTHORIZING THE MAYOR TO SIGN A CONSERVATION EASEMENT WITH THE NISQUALLY LAND TRUST IN FURTHERANCE OF THE TOWN'S MASHEL RIPARIAN HABITAT ACQUISITION AND PROTECTION PROJECT

**C. EXECUTIVE SESSION TO DISCUSS LEGAL MATTERS**

**9. COUNCIL MEMBER COMMENTS**

**10. ADJOURNMENT**

# **EATONVILLE POLICE DEPARTMENT TOWN COUNCIL BRIEFING**

**May 1 to 31, 2010**

**May 1** – an officer assisted PC Sheriff's Deputies on a shots fired call in the 34000 block of Mt Highway. When the scene was secured our officer departed.

**May 1** – an officer assisted PC Sheriff's Deputies with another shots fired call on 304<sup>th</sup> St E. The home owner reported she had shot at a burglar inside her home and had him trapped in a back bedroom. There was no burglar and she did shoot 3 holes in the bedroom door.

**May 1** – an Eatonville man was arrested for driving with a suspended license. The arresting officer saw the suspect driving in the 300 block of Washington Ave N. The officer knew from past stops that the driver did not have a valid driver's license. He was stopped, arrested, cited and later released.

**May 3** – an Eatonville woman was arrested for driving with a suspended license. The arresting officer saw the suspect at the intersection of Center St and Mashell Ave and knew from prior information that she did not have a valid driver's license. She was stopped, arrested, cited and released.

**May 3** – an officer was called to an address on Ohop Creek Drive for a domestic dispute. The incident was verbal only. A report was written as required by law.

**May 3** – an officer was called to assist a Fish & Wildlife officer on a traffic stop in the 300 block of Center St E. The man stopped was driving a vehicle that the plates didn't match what he was driving. A records check showed he had two warrants for his arrest and his driver's license was suspended.

**May 6** - an Eatonville woman was cited for driving with a suspended license. The arresting officer saw the suspect driving in the 300 block of Washington Ave N with defective equipment. A records check showed she had a suspended license for unpaid tickets. She was arrested, cited and released.

**May 6** – an officer was called to a residence in the 100 block of Mashell Ave for a welfare check. The person checked on was ok.

**May 7** – an Eatonville woman reported someone had vandalized the driver side door to her truck. Damages were estimated to be about \$1000.

**May 8** – an officer was dispatched to assist a PC Sheriff's Deputy with a man standing in the roadway yelling and out of control. When the officer arrived the man tried to get the officer to fight him. The officer pulled his Taser and detained him until deputies arrived.

**May 8** – two teenage age girls were detained after they were observed by witnesses trying to get inside the bus barn. The girls took two ratty old brooms from the bus barn shelter. The girls were caught a short distance away and were ordered to return the brooms. The girls were later taken to their residence and released to parents. The school district was contacted and they will be taking discipline action against them.

**May 10** – an officer was called to assist PC Deputies with a suicide attempt. The man was depressed over not being able to find a job and slashed his arm with a knife. He was later transported to a local hospital.

**May 11** – an Eatonville man was issued a trespass order after he was found at the skateboard park without a helmet. He has been warned numerous times in the past and continues to defy the parks rules. He was also cited for not wearing a helmet.

**May 12** – a Graham woman was arrested for driving with a suspended license and possession of drug paraphernalia. The arresting officer stopped the woman in the 300 block of Center St E for no break lights. The woman admitted she did not have a license. A records check showed her license was suspended for unpaid tickets. She was arrested and during a search of her car a glasses case was found containing a glass meth pipe and a straw used to ingest meth. She was cited and later released.

**May 14** – two high school boys were charged with fighting. They were both later released to parents.

**May 16** – an officer was called to an address in the 100 block of Eagle Glenn for a domestic dispute. The incident was verbal only. A report was written as required by law.

**May 17** – an officer was called to assist deputies on a domestic dispute in the 500 block of Mt. Highway.

**May 17** – three high school students were picked up for truancy. They were transported to the high school and released to staff.

**May 17** – an officer was called to assist a Thurston County Sheriff's deputy with a repossession order on some logging equipment from an address in the 10000 block of Eatonville Highway. The equipment was not at the listed address.

**May 18** – a Lakewood man was arrested for negligent driving 1<sup>st</sup> degree, no insurance and improper lane usage after he lost control of his vehicle in the 100 block of Washington Ave N and crashed into a parked car. He was cited and later released.

**May 19** – an Eatonville woman called to report someone had damaged her car while it was parked in the 100 block of Washington Ave N. The suspect(s) broke the driver side window and dented the driver door and trunk to her BMW.

**May 19** – an Eatonville high school student reported someone entered his unlocked truck while it was parked in the 200 block of Orchard Ave N and stole his high school letterman's jacket and \$30.

**May 20** – an officer was dispatched to an address in the 100 block of Penn Ave N for a noise complaint.

**May 20** – two middle school students were found to be in possession of a glass meth pipe. A report was sent to Remann Hall.

**May 20** – officers were dispatched to an address on the Eatonville Highway for a violation of a restraining order. The suspect was gone when police arrived. A report was written and will be sent to the prosecutor for criminal charging.

**May 20** – an officer was dispatched to an address in the 300 block of Antonie Ave N for a domestic dispute. The incident involved property damage, however the homeowner has failed to report the amount of damages to officers. A report was written as required by law.

**May 21** – an officer responded to the middle school on a parent complaint that turned out to be unfounded.

**May 23** – Eatonville woman reported someone stole a bike from the Mill Village Trailer Park. The bike plus other stolen bikes were found in the possession of two boys. The owner didn't want criminal charges and the boys were issued trespass orders to stay out of the trailer park.

**May 23** – an officer assisting WSP handled a two car accident at SR161 and the Eatonville Cut Off Rd.

**May 24** – several weapons were taken for safekeeping per a court order.

**May 24** – an Eatonville woman reported someone stole two 40 to 50 pound rocks from in front of her residence on Braden St. One rock was painted yellow and the other was square with blue strips with red. She wanted the rocks returned with no questions asked. (That old man (Chief Lewis) put it in the paper like she requested ☺ )

**May 24** – an officer assisted PC deputies with an intoxicated female.

**May 26** – On May 14, 2010 Sampson County Sheriff's Office sent a FAX requesting assistance with a Fraud case they were working. A suspect was contacted, a case report was completed and forwarded to the sheriff's office.

**May 27** – a middle school boy was charged with assaulting another student.

**May 27** – an Eatonville woman was charged with Hit & Run after she struck a community mail box and some bushes at the intersection of Riverside Lane and Curtis Lane. The woman then fled the scene. The next morning she was arrested by an officer when she came to pick up her truck. She was cited and later released.

**May 28** – an Eatonville man took a large quantity of Clonazepam in an attempted suicide. He was transported to a local hospital for treatment and a mental health evaluation.

**May 29** – an officer was called to a business in the 100 block of Rainier Ave S for a domestic dispute. The incident was verbal only. A report was written as required by law.

**May 30** – an officer was dispatched to Good Sam Family Medicine on an audible alarm call. There was no forced entry and the building was secure. A False Alarm report was written.

**May 30** – an Eatonville man was arrested for minor in possession/consumption of alcohol and disorderly conduct. The man was intoxicated and standing in the roadway in the 300 block of Center St W yelling at an on duty police officer. The man smelled of intoxicants and admitted to drinking. He was arrested, cited and later released.

**May 31** – an officer was called to a trailer in the Mill Village Trailer Park for a domestic dispute. The incident was verbal only. A report was written as required by law.

**May 31** – an Eatonville man was arrested for assault 4 domestic violence after he threw a bag full of stuff at his girlfriend striking her in the face causing her nose to bleed. The man was later booked into the Nisqually Jail.

**May 31** – officers were called to assist PC deputies with traffic control on a traffic incident.

***FIRE  
DEPARTMENT***

PO Box 291, 201 Center ST West Eatonville, WA 98328  
PHONE: 360-832-6931 Fax: 360-832-2931  
eatonvillefire@eatonville-wa.gov

***Monthly Report  
May 2010***

10 Fire  
7 Auto Accident  
30 Aid  
3 Service  
50 *Total*

Mutual aid responses with District 17 -- 17

Mutual aid responses with District 23 -- 1

2009 YEAR TO DATE TOTAL -- 233

2010 YEAR TO DATE TOTAL -- 229

Transports -- 20

ALS -- 15

BLS -- 5

# Eatonville Fire Department

Eatonville, WA

This report was generated on 6/9/2010 7:18:57 AM



## Incident Type per Zone for Date Range

StartDate: 05/01/2010 | EndDate: 05/31/2010

INCIDENT TYPE	# INCIDENTS
<b>Zone: 17 - 17</b>	
111 - Building fire	1
321 - EMS call, excluding vehicle accident with injury	7
322 - Motor vehicle accident with injuries	4
324 - Motor vehicle accident with no injuries.	1
500 - Service Call, other	2
511 - Lock-out	1
611 - Dispatched & cancelled en route	1

<b>Zone: 23 - 23</b>	
611 - Dispatched & cancelled en route	1

<b>Zone: 84 - 84</b>	
321 - EMS call, excluding vehicle accident with injury	23
322 - Motor vehicle accident with injuries	1
324 - Motor vehicle accident with no injuries.	1
500 - Service Call, other	1
551 - Assist police or other governmental agency	1
622 - No incident found on arrival at dispatch address	1
631 - Authorized controlled burning	1
700 - False alarm or false call, other	2
715 - Local alarm system, malicious false alarm	1

Only REVIEWED incidents included



**EMERGENCY  
REPORTING**

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Page # 1



# Eatonville Fire Department

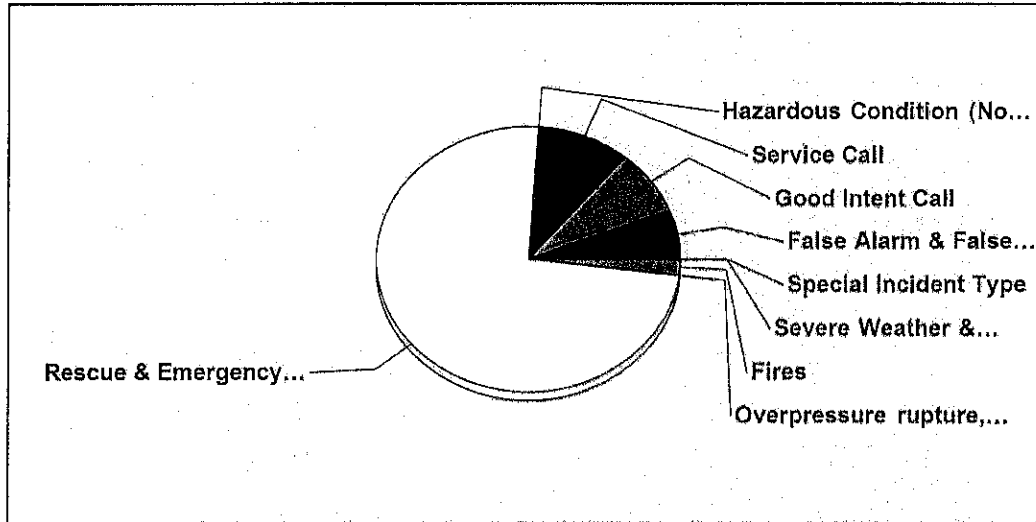
Eatonville, WA

This report was generated on 6/9/2010 7:20:41 AM



## Breakdown by Major Incident Types for Date Range

StartDate: 05/01/2010 | EndDate: 05/31/2010



MAJOR INCIDENT TYPE	# INCIDENTS	% of TOTAL
Fires	1	2.00%
Overpressure rupture, explosion, overheating - no fire	0	0.00%
Rescue & Emergency Medical Service	37	74.00%
Hazardous Condition (No Fire)	0	0.00%
Service Call	5	10.00%
Good Intent Call	4	8.00%
False Alarm & False Call	3	6.00%
Severe Weather & Natural Disaster	0	0.00%
Special Incident Type	0	0.00%

TOTAL

50

Only REVIEWED incidents included



**EMERGENCY  
REPORTING**

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Doc Id: 553

Page # 1

# EATONVILLE POWER & LIGHT

SUPERINTENDENT: NESTOR SUNDITA

LINEMAN: TERRY MOORE

LOAN: BILL ALBAITAS

## MAY 2010

### **POWER OUTAGES:**

1. TOWN WIDE OUTAGED FOR FORTY FIVE MINUTES TO REPAIR BROKEN SYSTEM NEUTRAL.

### **UNDERGROUND POWER LOCATE:**

1. NEW TOWN SQUARE, SR 161, EAGLE GLEN, WEYERHOUSER RD, BAUMGARTNER, MIDDLE SCHOOL, RIVERSIDE.

### **STREET LIGHTS, INTERIOR LIGHTS AND BANNERS :**

1. REMOVED STREET LIGHT POLE AT MASHELL AVENUE NORTH.
2. RELAMPED STREET LIGHT FIXTURE AT GRACIE AVENUE.
3. SET NEW DECORATIVE POLE AND SPOT LIGHT FIXTURE FOR FLAG POLE LIGHT AT NEVITZ PARK.
4. REMOVED TWENTY ILLEGAL SIGNS ON POWER POLES.
5. TRIMMED TREES AT ADAMS ST, ALONG BERGGREN ROAD AND CARTER STREET.

### **RECONNECTS / DISCONNECTS/ TEMP SERVICES / NEW SERVICE HOOKUPS:**

1. PULLED UNDERGROUND CABLES FROM TOWN SQUARE MAIN BUILDING TO NEW BATHROOM AND CONNECTED POWER TO MAIN PANEL.
2. WENT BACK TO 104 MADISON #2 CUSTOMER REPORTED SPARKING INSIDE THE TRAILER TRACED ALL WIRINGS AND DISCONNECTED UNDERGROUND POWER.
3. SHUT OFFS POWER TO FIFTEEN CUSTOMERS DUE NON PAYMENTS AND MOVEOUTS.
4. CONNECTED UNDERGROUND POWER TO TOWN KENNEL.

### **2<sup>ND</sup> FEEDER UNDERGROUND PROJECT SR 161:**

1. HAD A MEETING WITH SAFNCO CONSTRUCTION, WILL BE STARTING AFTER LABOR DAY.

### **CARTER STREET PROJECT:**

1. TERMINATED ALL CABLES IN MANHOLE VAULTS BETWEEN RAINIER AND MASHELL AVE .
2. SET NEW TRANSFORMER BEHIND TOWN SQUARE AND BEHIND BLUE MOON ALLEYWAY.

### **NEVITZ PARK LIGHTING PROJECT:**

1. PERMANENT SPOTLIGHT FOR FLAG POLE ON ORDER, DELIVERY HAS BEEN DELAYED.

### **ELECTRICAL MANDATORY MONTHLY SAFETY MEETING / TRAINING:**

ATTENDED "POLE TOP & RESCUE TRUCK" BY MIKE ELROD FROM ESCI.

## Priority 1

- ☒ **5-1-10 ----- 5-12-10 Lost To Do List date due to new computer install at WWTP.**

Due Date: None  
Category: Unfiled

- ☒ **5-12-10 Install new computer and SCADA system at WWTP.**

Due Date: None  
Category: Unfiled

- ☒ **5-12-10 Cut down alders in retention pond by LDS church.**

Due Date: None  
Category: Unfiled

- ☒ **5-12-10 Clean up blow down trees at Smallwood park.**

Due Date: None  
Category: Unfiled

- ☒ **5-12-10 Ordered and recieved 40 water meters and 12 stortz adapters for hydrants.**

Due Date: None  
Category: Unfiled

- ☒ **5-11-10 Clean utility equipment.**

Due Date: None  
Category: Unfiled

- ☒ **5-11-10 Repair water leak at airport.**

Due Date: None  
Category: Unfiled

- ☒ **5-12-10 Repair water leak at 220 Mashell Ave.**

Due Date: None  
Category: Unfiled

- ☒ **5-13-10 Repair water leak on Madison.**

Due Date: None  
Category: Unfiled

- ☒ **5-13-10 Repair and update weed sprayer.**

Due Date: None  
Category: Unfiled

- ☒ **5-7-10 Work on vactor truck.**

Due Date: None  
Category: Unfiled

- ☒ **5-7-10 Repair boom winch on shop truck.**

Due Date: None  
Category: Unfiled

- ☒ **5-11-10 Use grinder to grind down raised up sidewalk on Hamner Springs and took off line paint by Nevitt park and town hall.**

Due Date: None  
Category: Unfiled

- ☒ **5-13-10 Gather up supplies and make ready for upcoming five month river temp. study.**

Due Date: None  
Category: Unfiled

- ☒ **5-10-10 Put out 150 door knockers.**

Due Date: None  
Category: Unfiled

- ☒ **5/14/10 Spray biars with crossbow.**

Due Date: None  
Category: Unfiled

- ☒ **5/14/10 Hose both SBR tanks.**

Due Date: None  
Category: Unfiled

- ☒ **5/14/10 Cut brush in the Aren Lane storm detention pond. Will spray next.**

Due Date: None  
Category: Unfiled

- ☒ **5/17/10 Steve to Tacoma to take CCC exam.**

Due Date: None  
Category: Unfiled

- ☒ **5/17/10 Gary start reading water and electric meters.**

Due Date: None  
Category: Unfiled

- ☒ **5/17/10 Training every morning for water and wastewater exams. Both Bills.**

Due Date: None  
Category: Unfiled

- ☒ **5/17/10 Repair water leak at 220 Adams.**

Due Date: None  
Category: Unfiled

- ☒ **5/17/10 Take delivery of 2 new aerators from Aqua Arobics.**

Due Date: None  
Category: Unfiled

- ☒ **5/17/10 Help Tera repair and change blades on the grasshopper.**

Due Date: None  
Category: Unfiled

- ☒ **5/17/10 Help Nestor pull some cable.**

Due Date: None  
Category: Unfiled

- ☒ **5-18-10 Help light crew with power outage**  
Due Date: None  
Category: Unfiled
- ☒ **5-18-10 Work w/ IT guy on water /sewer computers.**  
Due Date: None  
Category: Unfiled
- ☒ **5-18-10 Lay out area to put new no parking signs.**  
Due Date: None  
Category: Unfiled
- ☒ **5/20/10 Put up 10 new street sign as directed. Nevitz Park Parking and Alley between Orchard and Penn.**  
Due Date: None  
Category: Unfiled
- ☒ **5/20/10 Repair grasshopper lawn mower. New grade /8 bolts on blades.**  
Due Date: None  
Category: Unfiled
- ☒ **5-25-10 Cut tree limbs hanging into Town Hall Parking lot. Not the Towns tree.**  
Due Date: None  
Category: Unfiled
- ☒ **5-24-10 Install all new parts for the grasshopper lawn mower. Blades. Towers and all required PROPER washers.**  
Due Date: None  
Category: Unfiled
- ☒ **5-25-10 Doing multiple CIPs on the backwash skid at the water plant. Plugging up for some reason.**  
Due Date: None  
Category: Unfiled
- ☒ **5-24-10 Will have to send crew around to check ever fire hydrant. Unaccountable water last month down to 4%. Fire dept. useing all hydrants and potential for not getting them shut off.**  
Due Date: None  
Category: Unfiled
- ☒ **5-25-10 Sweeping streets.**  
Due Date: None  
Category: Unfiled
- ☒ **5-25-10 Try to measure down with well depth instrument only to find out covered holes outside lagoon is only grounding rods. G&O wanted information. Doesn't seem to be any monitoring wells.**  
Due Date: None  
Category: Unfiled
- ☒ **5-26-10 Check on Jerry Nybo on the starting of the gravity sewer to replace the Eagle Glen lift station.**  
Due Date: None  
Category: Unfiled
- ☒ **5-26-10 Group of water lab tests back. Check to be OK and file.**  
Due Date: None  
Category: Unfiled
- ☒ **5-26-10 Sweep Hill Top road after the large rain storm list night. Washed lots of shoulder rock onto the roadway.**  
Due Date: None  
Category: Unfiled
- ☒ **5-26-10 Large Trucking completed making repairs on the Vactor truck. Ready for service again. Large is going to have to come back, pump not kicking in.**  
Due Date: None  
Category: Unfiled
- ☒ **5-26-10 Make up and turn in a list for both a Town and Riche Brothers surplus sale.**  
Due Date: None  
Category: Unfiled
- ☒ **5-27-10 Bill Atkins helping Town Square electrian so he will be completed.**  
Due Date: None  
Category: Unfiled
- ☒ **5-27-10 Get price quotes from two paving companies for Gary A. for Rainier Ave.**  
Due Date: None  
Category: Unfiled
- ☒ **5-27-10 Mow grass at the WWTP.**  
Due Date: None  
Category: Unfiled
- ☒ **5-27-10 Put flags at half mast for Monday.**  
Due Date: None  
Category: Unfiled
- ☒ **5-28-10 Run multiple CIPs at WTP.**  
Due Date: None  
Category: Unfiled
- ☒ **5-28-10 Build parts for river temp study.**  
Due Date: None  
Category: Unfiled
- ☒ **5-28-10 Inspect grease trap at new Pizza place by Eagles.**  
Due Date: None  
Category: Unfiled

☒ **5-28-10 Instal water spicket at cemetary.**

Due Date: None  
Category: Unfiled

☒ **5-28-10 Locate spot for new bench at cemetary.**

Due Date: None  
Category: Unfiled

☒ **5-30-10 Call in to fix broken water spicket at cemetary.**

Due Date: None  
Category: Unfiled

☒ **5-31-10 Water/wastewater testing on holiday.**

Due Date: None  
Category: Unfiled

[illegible][illegible]

# The Youth Connection

TOWN OF EATONVILLE  
COMMUNITY SERVICE REPORT  
May 2010

4 Youth helped with Spring Clean Up  
Total of 17 Hours

5 Adults helped with Spring Clean Up  
Total of 27 hours

In May the Youth Connection used the Community Center  
May 22, 2010  
2:00pm to 8:00pm  
Sock Hop Dance

May 28, 2010  
From 5:30pm to 9:00pm  
Family Dinner and Game Night

Signature *DiAnn K Carney* Date June 8, 2010

## **ORDINANCE 2010-8**

### **AN ORDINANCE OF THE EATONVILLE TOWN COUNCIL, FORMALLY ESTABLISHING THE POLICE DEPARTMENT IN THE EATONVILLE MUNICIPAL CODE, SETTING FORTH THE DUTIES OF THE POLICE CHIEF, CREATING THE POSITION OF DEPUTY CHIEF, SETTING FORTH THE DUTIES OF DEPUTY CHIEF, FILING THE JOB DESCRIPTION WITH THE TOWN CLERK, AND ADDING A NEW CHAPTER 2.29 TO THE EATONVILLE MUNICIPAL CODE**

**WHEREAS;** the Eatonville Municipal Code includes separate chapters specific to the Town Clerk, Treasurer, Municipal Court and Fire Department; and

**WHEREAS;** there is no code chapter relating to the Police Department; and

**WHEREAS;** the position of the Police Chief, like the positions of the Clerk and other department heads, are established in state law and so should be addressed in a separate chapter in the code; and

**WHEREAS,** the Town Council also desires to create a new position of a full time Deputy Chief position in the Police Department and to describe the duties of such position; now, therefore,

THE TOWN COUNCIL OF THE TOWN OF EATONVILLE ORDAINS AS FOLLOWS:

**Section 1.** A new chapter 2.29 is hereby added to the Eatonville Municipal Code, entitled "Police Department," which shall read as follows:

#### **Chapter 2.29 POLICE DEPARTMENT**

**2.29.010. Police Chief, Powers and Duties.** The police chief, under the direction of the mayor, is head of the Town's Police Department and shall have the responsibilities as set forth herein and in state law, RCW 35.27.240. The eligibility requirements for the police chief are as set forth in RCW 35.21.333. Before making any appointment in the office of chief of police, the Town shall complete a background investigation, as required by RCW 35.21.334. The duties of the police chief are as follows:

1. Carries out supervisory responsibility in accordance with Town of Eatonville policies, procedures and applicable laws including: interviewing, hiring and training, planning, assigning and directing work; appraising performance; rewarding and disciplining members; addressing complaints and resolving problems.

2. Plans long-range goals, objectives, organizational structure, and overall direction for the Eatonville Police Department.

3. Monitors, reviews, and communicates the implementation phases of the Eatonville Police Department's strategic plans to ensure that long range goals and objectives are met.

4. Plans and implements short-term or annual goals, objectives, and strategies for the Eatonville Police Department to ensure efficient organization and completion of work.

5. Plans, allocates, and monitors time, people, equipment, and other resources for the Town of Eatonville to ensure efficient organization and completion of work.



6. Plans for the staffing needs of the Eatonville Police Department, coordinates the hiring process, and is responsible for the assignment of all Eatonville Police Department personnel.

7. Plans, coordinates, assign and monitor performance and coaches, counsels, mentors, trains, and advise members in Eatonville Police Department for the dual goals of meeting Eatonville Police Department goals and member career development.

8. Confers with the Town of Eatonville Administration to keep them informed on key issues and progress toward objectives and to gain their support and approval; makes recommendations to assist the Administration in making needed improvements.

9. Signs official and other documents to approve or ensure information adequacy, accuracy, and legitimacy.

10. Maintains and upgrades professional knowledge, skills, and development by attending seminars and training programs and reading trade and professional journals and publications.

11. Supervises special assignments as requested, to include researching and preparing reports and projects, developing and implementing programs, and presenting technical data to administration, elected officials, and others.

12. Represents the Town of Eatonville at various functions such as making speeches at civic and business associations, meeting with influential persons within the community, developers, officials, citizens, and representatives of the press, to establish goodwill and resolve/respond to issues.

13. Collects, analyzes, recommends, and reports on data concerning budget preparation, grant administration, personnel analysis, etc.

14. Secures, justifies, and monitors use of budgetary monies and capital.

15. Operates assigned vehicle in accordance with all applicable laws and regulations.

**2.29.020 Deputy Police Chief, Powers and Duties.** The deputy police chief shall be appointed by the Mayor. The duties of the deputy police chief shall be on file with the Town Clerk and maintained, as set forth in EMC Section 2.30.010.

**Section 2. Deputy Police Chief Job Description.** The job description for the Deputy Chief of the Police Department is attached as Exhibit A, which is incorporated herein as if fully set forth. This job description shall be filed with the Town Clerk and maintained as set forth in EMC Section 2.30.010.

**Section 3. Severability.** If any section, sentence, clause or phrase of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this ordinance.

**Section 4. Effective Date.** This ordinance shall take effect and be in full force five (5) days after publication of a summary, consisting of the title.

**PASSED** by the Town Council and approved by the Mayor of the Town of Eatonville, Washington, at a regular meeting thereof this 24 day of May, 2010.

ATTEST:

\_\_\_\_\_  
Chrystal McGlone, Town Clerk

\_\_\_\_\_  
Raymond Harper, Mayor

APPROVED AS TO FORM:

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Carol Morris, Town Attorney

**JOB DESCRIPTION / DEPUTY CHIEF**

Division: Patrol  
Probation: 1 year  
Employment Status: Full-time  
Work Hours: Consistent with current  
members contract language

Civil Service Status: NONE  
Status: Exempt  
Reports To: CHIEF OF POLICE  
Supervises: Lieutenants- Sergeants - Patrol  
Salary: 4805/month-5513/month

**INVOLVEMENT**

Command  
Community Relations  
Patrol

Investigations  
Miscellaneous  
Court

**JOB SUMMARY**

Under Chief of Police's supervision, commands, plans, coordinates and directs the activities of a division/project of the Eatonville Police Department involving a wide range of administrative functions and programs or general policing duties performed to protect life and property, enforce laws and ordinances, and preserve order within the community. Establishes and maintains programs and relationships for community policing.

**ESSENTIAL FUNCTIONS**

(All responsibilities may not be performed by all incumbents.)

With or without accommodations, must be able to:

1. Get along well with others,
2. Have regular and predictable attendance,
3. Exercise rational judgment and control of emotions when responding to emergencies.
4. Self-initiate work priorities and work independent of direct supervision
5. Protect the general safety of the public,
6. Drive emergency vehicles under stressful conditions,
7. Conduct physical apprehensions and arrests and of resistive and/or fleeing, and often, dangerous suspects.
8. Be loyal by affirmatively promoting the mission, goals, objectives, and directives of the Chief of Police.

**GENERAL DUTIES AND RESPONSIBILITIES**

1. Carries out supervisory responsibility in accordance with Eatonville Police Department policies, procedures and applicable laws, including: assisting with the hiring and selection process; coordination of training for assigned personnel; planning, assigning and directing work; appraising performance; recognition and discipline of assigned members; addressing complaints and resolving problems.

2. Assists the Chief of Police in the planning of long-range goals, objectives, organizational structure, and overall direction for the Eatonville Police Department.
3. Monitors, reviews, and communicates the implementation phases of the Eatonville Police Department's strategic plans to ensure that long range goals and objectives are met.
4. Monitors the activities of assigned work unit and subordinates, maintains frequent contact, interviewing members, may periodically accompany members in the field to observe work techniques and working relationships with other members and the public; provides feedback, instruction, and implements corrective action as required.
5. May be assigned to major staff project/program to improve the efficiency of the Eatonville Police Department.
6. Represents the Police Department at various functions such as making speeches at civic and business associations, meeting with members of the community, other public officials, and representatives of the press to establish goodwill and resolve/respond to issues.
7. Develops, communicates, and monitors policies, procedures, and standards for the Eatonville Police Department; recommends improvements when necessary.
8. Secures, justifies, and monitors use of budgetary monies and capital for assigned area of responsibility.
9. Disseminates information to the community, other agencies, and outside jurisdictions as required or requested by the Chief of Police.
10. Enforces all applicable Town of Eatonville, county, state and federal laws.
11. May respond to major crime scenes or emergency events as required; supervises police activities at the scene until relieved by the Police Chief or appropriate police division personnel.
12. Uses oral communication skills to testify in a courtroom setting or other legal proceeding to ensure that complete and correct information is related to all participants.
13. Orally communicates with the public, fellow members and supervisors to a degree that complete understanding is accomplished.
14. Reviews all reports, evidence, and notes related to an investigation to allow for knowledgeable courtroom/administrative hearing testimony.
15. Operates assigned vehicle in accordance with all applicable laws and regulations.
16. Demonstrates proficiency in the use of all issued equipment.
17. Provides information, advice, feedback, or assistance to others within the Eatonville Police Department to refine work outputs or resolve problems.
18. Confers with the Chief of Police to keep him informed on key issues and progress toward objectives and to gain support and approval; makes recommendations to assist the Chief of Police in making needed improvements.
19. Collaborates, persuades, and negotiates with others outside own work area to coordinate efforts and maintain cooperative and efficient relations.
20. Attends in-service and specialized training as assigned by the Chief of Police.
21. Plans and implements short term or annual goals, objectives, and strategies for the Eatonville Police Department, project, or division to ensure efficient organization and completion of work.
22. Plans, allocates, and monitors time, people, equipment, and other resources for the Eatonville Police Department to ensure efficient organization and completion of work.
23. Plans, coordinates, assigns, and monitors performance and coaches, counsels, mentors, trains, and advises members in division of the dual goals of meeting Eatonville Police Department goals and member career development.
24. Prepares comprehensive reports relative to work activity of the division, transmits policies and prepares and issues procedures and other related directives.
25. Through supervisors, ensures that assigned division personnel have their uniforms, equipment, and vehicles in compliance with Eatonville Police Department regulations. Ensure that Eatonville Police Department facilities are secure, safe, and clean.
26. Acts as superior, in his/her absence, for temporary period of time.

27. Performs other related duties as assigned.

### **MATERIALS AND EQUIPMENT USED**

1. Vehicle
2. Communication Equipment
3. Computer
4. Firearms
5. Protective and Safety Equipment
6. Speed Detection Systems
7. Specialized/Technical Equipment
8. Chemical/Impact Weapons
9. General Office Equipment

### **MINIMUM QUALIFICATIONS**

1. High School diploma or GED
2. Six months of supervisory service
3. Five years minimum experience in law enforcement
4. Successful completion of First Level Supervision and Middle Management classes accredited through the W.S.C.J.T.C.
5. Successfully complete Executive Leadership Training in Management & Administration through the W.S.C.J.T.C. within one year of appointment.
6. Washington State Certified Peace Officer
7. Valid Washington State Driver's License
8. CPR and First Aid Certified

### **REQUISITE JOB KNOWLEDGE**

1. Administration of staff and activities, either directly or through subordinate supervision.
2. Methods and techniques of research, statistical analysis and report presentation.
3. Local, state and federal laws and current Town of Eatonville ordinances.
4. Judicial system, operation and procedures for criminal prosecution.
5. Laws pertaining to citizen disputes and domestic violence.
6. Laws of Arrest, Search, and Seizure.
7. Legal limitations of members' authority and the limits and requirements in use of force.
8. First Aid procedures and equipment.
9. Suspect/victim/witness interview and interrogation concepts, principles and practices.
10. Eatonville Police Department policies and standard operating procedures.
11. Public relations techniques for handling calls for service or complaints.
12. Crime scene procedures.
13. Basic crime prevention techniques.
14. Basic budgetary principles and practices.
15. Defensive tactics to protect self and others.
16. Proper arrest and suspect apprehension techniques.
17. Crime patterns, current crime spots, and potential problem areas in the Town of Eatonville of Washington State.
18. Record keeping, report preparation, filing methods and records management techniques.
19. Correct English usage, including spelling, grammar, punctuation, and vocabulary.
20. Standard business arithmetic, including percentages and decimals.
21. Applicable state, federal and local laws, rules and regulations.

22. Computer applications related to the work.

### **REQUISITE SKILLS**

1. Skilled in the use and operation of all assigned equipment to include: police vehicle, emergency equipment, firearms, restraint devices, technical equipment and basic first aid equipment.
2. Preparing clear and concise reports, correspondence and other written materials.
3. Organizing work, setting priorities, meeting critical deadlines, and following up assignments with a minimum of direction.
4. Applying logical thinking to solve problems or accomplish tasks; to understand, interpret and communicate complicated policies, procedures and protocols.
5. Using tact, discretion, initiative and independent judgment within established guidelines.
6. Researching, compiling, and summarizing a variety of informational and statistical data and materials.
7. Communicating clearly and effectively, orally and in writing.
8. Planning, organizing, assignment, directing, reviewing and evaluating the work of staff.

### **REQUISITE MENTAL ABILITIES**

1. Ability to mediate disputes between diverse groups of people.
2. Ability to be articulate while testifying in court or other legal proceedings.
3. Ability to motivate subordinate personnel to increase job performance.
4. Ability to understand and carry out oral and written instructions, giving close attention to detail and accuracy.
5. Ability to read and interpret documents such as the Washington State Criminal and Traffic Code, Contracts, member working agreements, safety rules, operation and maintenance instructions, procedures manuals, and so forth.
6. Ability to write reports, correspondence, procedure manuals.
7. Ability to compute ratios and percentages and interpret bar graphs.
8. Ability to interpret a variety of instructions in written, oral, diagram or schedule form.
9. Ability to speak effectively before groups of members.
10. Ability to speak effectively before public groups and respond to questions.
11. Ability to read, analyze and interpret professional periodicals and journals, technical procedures and government regulations.
12. Ability to define problems collect data, establish facts and draw valid conclusions.
13. Ability to instruct and train individuals in general duty police work.
14. Ability to solve practical problems and deal with a variety of concrete variables in situations where only limited standardization exists.
15. Ability to perform essential job functions of the Police Officer class specification when necessary.
16. Ability to use physical strength of arms and legs to climb up and over or to jump over, across, ascend, or descend large obstacles.
17. Ability to pursue suspects on foot for a sustained period while bearing duty equipment.
18. Ability to subdue suspects in a physical confrontation bearing duty equipment.
19. Ability to push or pull self through openings of varying nature by using the necessary upper or lower body strength of the arms or legs.
20. Ability to drag, push, pull, lift or carry heavy objects or persons; move heavy equipment, rescue individuals, restrain suspects or victims, and drag persons away from dangerous situations or respond to incidents.
21. Ability to run up or down stairways or respond to other incidents.

22. While performing the essential functions of this job the member is frequently required to stand, walk, run, drive, sit, use hands to finger, handle, or feel, talk or hear, and lift and/or move up to 50 pounds.

23. While performing the essential functions of this job the member is occasionally required to lift and/or move more than 100 pounds.

#### **WORKING CONDITIONS (DEPENDING ON AREA OF ASSIGNMENT)**

1. While performing the essential functions of this position the member is periodically exposed to outdoor weather conditions.

2. While performing the essential functions of this position the member is occasionally exposed to work near moving mechanical parts, work in high precarious places, fumes or airborne particles, toxic or caustic chemicals, and supervises calls dealing with explosives.

3. Exposure to unknown and dangerous conditions such as intoxicated or violent arrestees and life threatening situations such as armed and/or violent arrestees.

4. Exposure to unknown health conditions from contacts with individuals or animals with contagious and communicable diseases.

5. Occasional exposure of work time to hazardous situations which involve armed or physically violent persons, handling mentally or emotionally disturbed persons.

6. Working time may require irregular hours and shifts, voluntary and non-voluntary overtime may be necessary at times, as well as being called back to duty on short notice.

7. The incumbent's working conditions are typically moderately quiet.

8. At emergency and training scenes, the incumbent's working conditions may be moderately loud.

#### **CAUSE FOR REMOVAL**

The incumbent may be removed with or without personal fault to a lower level position. Economic conditions that cause reductions in work force, the member's inability to attend regularly to work, and a failure to perform competently on any of the essential functions of the position or consistently failing to perform competently on regular duties and tasks are among the major reasons for job removal without fault. Failures to uphold the mission of the Eatonville Police Department, committing gross acts of disloyalty, and not complying with preconditions for original employment are major reasons for termination with fault. Requiring excessive amounts supervisory counseling and/or remedial training are among major reasons for termination with or without fault. The listed factors are not an exclusive list of the grounds upon which termination may occur.

NOTE: This class specification should not be interpreted as all inclusive. It is intended to identify the essential functions and requirements of this class. Incumbents may be requested to perform job-related responsibilities and tasks other than those stated in this description. Any essential function or requirement of this class will be evaluated as necessary should an incumbent/applicant be unable to perform the function or requirement due to a disability as defined by the American with Disabilities Act (ADA). Reasonable accommodations for the specific disability will be made for the incumbent/applicant when possible.

**ORDINANCE No. 2010-10  
AN ORDINANCE AMENDING THE 2010 BUDGET  
OF THE TOWN OF EATONVILLE,  
AS ADOPTED BY ORDINANCE NO 2009-20.**

**WHEREAS**, the Town of Eatonville adopted the 2010 budget in final form by Ordinance No. 2009-20 on the 14th day of December, 2009; and

**WHEREAS**, subsequent thereto it has become necessary for the Town to amend said ordinance because of revenues and expenditures of same, which could not reasonably have been foreseen at the time of adopting said budget; and

**WHEREAS**, said expenditures are not one of the emergencies specifically enumerated in RCW 35.33.081; and

**WHEREAS**, the Town is desirous of amending its budget pursuant to RCW 35.33.091; and

**WHEREAS**, the Town introduced said budget amendment on the 24th day of May, 2010, pursuant to RCW 35.33.091.

**NOW THEREFORE, be it ordained by the Council of the Town of Eatonville, Washington:**

**Section 1.** The following accounts contained in the 2010 budget are hereby amended as set forth below:

**REVENUES**

<b><u>Current Exp 001</u></b>	<b><u>Current Budget</u></b>	<b><u>This Amendment</u></b>	<b><u>New Total</u></b>
Little Mashell Donation 367 12 00 02	\$0	\$50,000.00	\$50,000.00
RTC Blancher Donation 367 12 00 03	\$0	\$221,607.00	\$221,607.00
<b>Fund 001 Total</b>		\$271,607.00	

<b><u>Streets 101</u></b>	<b><u>Current Budget</u></b>	<b><u>This Amendment</u></b>	<b><u>New Total</u></b>
ARRA Downtown Plaza 331 03 60 01	\$0	\$600,845.82	\$600,845.82
<b>Fund 101 Total</b>		\$600,845.82	



## EXPENDITURES

<u>Current Exp 001</u>	<u>Current Budget</u>	<u>This Amendment</u>	<u>New Total</u>
RTC Blancher Donation 594 79 63 01	\$0	\$221,607.00	\$221,607.00
Koch Pedestrian Bridge 594 79 62 01	\$230,000.00	\$50,000.00	\$280,000.00

<b>Fund 001 Total</b>		<b>\$271,607.00</b>	
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<u>Streets 101</u>	<u>Current Budget</u>	<u>This Amendment</u>	<u>New Total</u>
ARRA Downtown Plaza 595 42 62 01	\$0	\$600,845.82	\$600,845.82

<b>Fund 101 Total</b>		<b>\$600,845.82</b>	
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**Section 2.** The budget for the year 2010 is amended to provide for the changes outlined above, and a complete copy of the amended budget of the town is filed in the office of the Town Clerk.

**Section 3.** The Town Clerk is hereby directed to transmit this supplemental budget to the State Auditor's Office and to the Association of Washington Cities.

**Section 4.** This ordinance shall become effective after its passage by the Council, approval, and publication as required by law.

**PASSED BY THE TOWN COUNCIL OF THE TOWN OF EATONVILLE** at a regular meeting thereof this 14 day of June, 2010.

APPROVED:

\_\_\_\_\_  
Raymond Harper, Mayor

APPROVED AS TO FORM:

ATTEST:

\_\_\_\_\_  
Carol A Morris, Town Attorney

\_\_\_\_\_  
Chrystal McGlone, Town Clerk

**ORDINANCE NO. 2010-11**

**AN ORDINANCE OF THE TOWN OF EATONVILLE, WASHINGTON, RELATING TO REMOVAL OF JUNK VEHICLES FROM PRIVATE PROPERTY, DECLARING JUNK VEHICLES TO BE NUISANCES AND UNLAWFUL, DEFINING JUNK VEHICLES, DESCRIBING THE PROCEDURE FOR ISSUANCE OF NOTICES OF VIOLATION TO THE PROPERTY OWNER AND OWNER OF THE VEHICLE, HEARING, ABATEMENT, IMPOSITION OF CIVIL PENALTIES AND COLLECTION OF PENALTIES, AND ADDING A NEW CHAPTER 8.09 TO THE EATONVILLE MUNICIPAL CODE.**

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WHEREAS, the presence of public nuisances has a detrimental affect on the health safety and welfare of the community; and

WHEREAS, the presence of junk or inoperable vehicles on either public or private property within the Town present inherent safety and health concerns; and

WHEREAS, an exemption from the application of this ordinance for an individual's personal vehicle restoration of up to two vehicles on property is appropriate because such use is reasonably associated with the primary use of property; and

WHEREAS, no exemption is available for vehicle restoration on vacant property, as such activity is either not associated with any primary use of the property, or in those zones where vehicle restoration is allowed, the necessary facilities must also be available for restoration to take place; and

WHEREAS, the legislature of the State of Washington allows cities to abate abandoned or junk vehicles as nuisances, in accordance with RCW 46.55.240;

WHEREAS, the Town's existing chapter 8.09 regulating Junk Vehicles is outdated and does not fulfill new statutory requirement;

WHEREAS, RCW 46.55.240 requires that the Town include certain statutory provisions in any local ordinance; NOW, THEREFORE,

**THE TOWN COUNCIL OF THE TOWN OF EATONVILLE, WASHINGTON,  
ORDAINS AS FOLLOWS:**

Section 1. Chapter 8.09 of the Eatonville Municipal Code is hereby repealed.

Section 2. A new Chapter 8.09 is hereby added to the Eatonville Municipal Code, which shall read as follows:

## **Chapter 8.09 JUNK VEHICLES**

### **Sections:**

8.09.010	Purpose.
8.09.020	Definitions
8.09.030	Exemption
8.09.040	Nuisance declared, violations
8.09.050	Enforcement
8.09.060	Investigation and notice of violation
8.09.070	Time to comply
8.09.080	Hearing
8.09.090	Municipal Court Order
8.09.100	Removal and Disposal - Costs
8.09.110	Civil penalties
8.09.120	Additional relief

### **8.09.010 Purpose.**

The purpose of this ordinance is to provide for the abatement and removal of junk vehicles on private property as provided for in RCW 46.55.240. Abatement is necessary to preserve and enhance the aesthetic character of the Town's neighborhoods, protect property values and rights and to reduce environmental health, and safety problems associated with junk vehicles.

### **8.09.020 Definitions.**

For the purposes of this chapter, the following definitions apply:

A. "Junk Vehicle" is any vehicle which meets at least three of the following criteria:

1. Is three years old or older;
2. Is extensively damaged, such damage including, but not limited to the following examples:
  - a. broken window or windshield
  - b. flat tires
  - c. missing tires, motor or transmission
  - d. rusted exterior;
  - e. leaking oil or gasoline;
3. Is apparently inoperable, meaning that a vehicle does not appear to comply with requirements for vehicles used on public streets with regard to brakes, lights, tires, safety glass or other safety equipment;
4. Has expired license tabs;

5. Has an approximate fair market value equal only to the approximate value of the scrap in it;

6. A vehicle illegally parked in the required front or side yard.

B. "Enforcement Officer" means the Town Administrator, his or her designee, representative or a TOWN OF EATONVILLE law enforcement official.

C. "Vehicle" shall include, but not be limited to, automobiles, motorcycles, trucks, buses, motorized recreational vehicles, campers, travel trailers, boat trailers, utility trailers, or other similar devices capable of moving or being moved on the public right-of-way, and shall also include parts of Vehicles, but shall not include devices moved by human or animal power, or used exclusively upon stationary rails or tracks.

#### **8.09.030 Exemptions.**

The provisions of this ordinance shall not apply to:

A. A vehicle or part thereof that is completely enclosed within a building in a lawful manner, or otherwise parked legally on the property so as not to be visible from adjacent or nearby public property. Temporary tarp garages and carports do not satisfy this exemption;

B. A vehicle or part thereof that is stored or parked in a lawful manner on private property in connection with the business of a licensed vehicle dismantler or licensed vehicle dealer and is fenced in accordance with the provisions of RCW 46.80.130.

C. A vehicle enclosed in an opaque auto cover specifically designed to completely shield the vehicle from view as long as the vehicle is parked in a lawful manner on private property. The cover must be in good condition and must be replaced if it is torn, weather-beaten, or acquires any other defects. Tarps and makeshift covers do not meet the requirement. This exemption will apply to only two vehicles per legal lot. Vehicles stored on vacant or undeveloped land are not exempted by this subsection C.

#### **8.09.040 Nuisance declared, violations.**

A. The storage or retention of junk vehicles on private property is declared a public nuisance which is subject to the enforcement, removal and abatement procedures in this chapter and as provided in state law.

B. It shall be unlawful for any person, firm or corporation to retain, place or store junk vehicles on private property, in conflict with or in violation of any of the provisions of this code.

C. Additional Violations. In addition to the above, it is a violation of this chapter to:

1. Remove or deface any sign, notice, complaint or order required by or posted in accordance with this chapter;

2. Fail to comply with any of the requirements of this title, including any requirement of the Town's codes and state codes adopted by reference herein.

#### **8.09.050 Enforcement.**

- A. The Enforcement Officer shall have the authority to enforce this chapter. The Enforcement Officer may call upon the building, fire, planning and community development or other appropriate Town departments to assist in enforcement.
- B. This chapter shall be enforced for the benefit of the health, safety and welfare of the general public, and not for the benefit of any particular person or class of persons.
- C. It is the intent of this chapter to place the obligation of complying with its requirements upon the property owner, occupier of the property, owner of the junk vehicle or other person responsible for the storage or retention of junk vehicles within the scope of this title.
- D. No provision of or any term used in this chapter is intended to impose any duty upon the Town or any of its officers or employees which would subject them to damages in a civil action.

#### **8.09.060 Investigation and notice of violation.**

- A. Investigation. The Enforcement Officer shall investigate the premises which he/she reasonably believes does not comply with the standards and requirements of this title.
- B. Notice of Violation. If, after investigation, the Enforcement Officer determines that the standards or requirements of this title have been violated, the Enforcement Officer shall serve a notice of violation upon the property owner, tenant, vehicle owner, or other person responsible for the condition. The notice of violation shall contain the following information:
1. Name and address of the person(s) to whom the citation is issued;
  2. The location of the subject property by address or other description sufficient for identification of the subject property;
  3. A description of the vehicle and its location;
  4. A separate statement of each standard, code provision or requirement violated, and the reasons for which the Town deems the junk vehicle(s) to be a public nuisance in violation of this chapter;
  5. What corrective action, if any, is necessary to comply with the standards, code provisions or requirements;
  6. A reasonable time for compliance;
  7. A statement that if the person(s) to whom the notice of violation is issued fails to complete the corrective action by the date required, the Town or its designee shall remove, impound and dispose of the vehicle, and will assess all costs of administration and removal against the owner of the property upon which the vehicle is located or otherwise attempt to collect such costs against the owner of the vehicle;

8. A statement that the owner of the land on which the vehicle is located may appear in person at the hearing and present a written statement in time for consideration at the hearing, and deny responsibility for the presence of the junk vehicle on the land, with his/her reasons for denial.

C. Service. The notice shall be served on the owner, tenant, vehicle owner or other person responsible for the condition by personal service, registered mail, or certified mail with return receipt requested, addressed to the last known address of such person. If, after a reasonable search and reasonable efforts are made to obtain service, the whereabouts of the person(s) is unknown or service cannot be accomplished and the Enforcement Officer makes an affidavit to that effect, then service of the notice upon such person(s) may be made by:

1. Publishing the notice once each week for two consecutive weeks in the Town's official newspaper; and

2. Mailing a copy of the notice to each person named on the notice of violation by first class mail to the last known address as shown on the official Pierce County assessor's parcel data, or if unknown, to the address of the property involved in the proceedings.

D. Posting. A copy of the notice shall be posted at a conspicuous place on the property, unless posting the notice is not physically possible.

E. Amendment. A notice or order may be amended at any time in order to:

1. Correct clerical errors; or

2. Cite additional authority for a stated violation.

F. Withdrawal. The Town may choose to withdraw a notice of violation at any time, without prejudice to the Town's ability to reissue it, if a certificate of compliance has not been obtained for the specific violations.

#### **8.09.070 Time to comply.**

A. Determination of Time. When calculating a reasonable time for compliance, the Enforcement Officer shall consider the following criteria:

1. The type and degree of violation cited in the notice;

2. The stated intent, if any, of a responsible party to take steps to comply;

3. The procedural requirements for obtaining a permit to carry out corrective action;

4. The complexity of the corrective action, including seasonal considerations, and

5. Any other circumstances beyond the control of the responsible party.

B. A copy of the notice may be recorded against the property with the Pierce County auditor. The Enforcement Officer may choose not to file a copy of the notice or order if the notice or order is directed only to a responsible person other than the owner of the property.

#### **8.09.080 Hearing.**

A. The property owner, tenant, vehicle owner or other person responsible for the violation may appeal the notice of violation by requesting such appeal of the notice within 15 calendar days after service of the notice. When the last day of the period so computed is a Saturday, Sunday, or federal or Town holiday, the period shall run until 5:00 p.m. on the next business day. The request shall be in writing, and upon receipt of the appeal request by the Enforcement Officer, he/she shall forward the request to the municipal court judge.

B. If a request for a hearing is received, a notice giving the time, location and date of the hearing shall be mailed, by certified mail, with a five-day return receipt requested, to the owner of the land as shown on the County Assessor records and the legal owner of the vehicle, unless the vehicle condition is such that identification numbers are not available.

C. The owner of the land on which the vehicle is located may appear in person at the hearing or present a written statement for consideration, and deny responsibility for the presence of the vehicle, with the reasons for denial. If it is determined that the vehicle was placed on the property without the consent of the landowner and that the landowner has not acquiesced in its presence, then the cost of removal shall not be assessed against the landowner.

D. At or after the appeal hearing, the municipal court judge may:

1. Sustain the notice of violation and require that the vehicle be removed at the request of the Enforcement Officer after a dated certain, and that the junk vehicle be disposed of by a licensed vehicle wrecker or tow truck operator, with notice to the Washington State Patrol and the department of licensing that the vehicle has been wrecked;
2. Withdraw the notice of violation;
3. Continue the review to a date certain for receipt of additional information;
4. Modify the notice of violation, which may include an extension of the compliance date, and/or determine that the owner of the property is not responsible for the costs of removal, pursuant to subsection C above.

#### **8.09.090 Municipal Court Order.**

A. Unless mutually agreed to by the appellant and the Court, the order of the Court shall be served upon the person to whom it is directed, either personally or by mailing a copy of the order to such person at his/her last known address as determined the Enforcement Officer within 15 calendar days following the conclusion of testimony and hearings and the closing of the record.

B. Proof of service shall be made by a written declaration by the person effecting the service, declaring the time and date of service and the manner by which service was made.

C. The Municipal Court, in affirming the Enforcement Officer's Notice of Violation and Abatement, may assess administrative costs or costs related to the abatement of the violators'

vehicle. The Court may also order the refund of hearings fees to parties deemed not responsible for the violation.

D. If it is determined at the hearing that the Vehicle was placed on the land without the consent of the Landowner and that he or she has not subsequently acquiesced in its presence, then the Municipal Court's order shall not assess costs of administration or removal of the vehicle against the property upon which the vehicle is located or otherwise attempt to collect the cost from the Landowner.

#### **8.09.100 Removal and Disposal - Costs.**

A. Commencing 45 calendar days after service of the Notice of Violation and Abatement, if no appeal had been filed, or 15 calendar days after the issuance of an Order from the municipal court resulting in authority to remove, the Enforcement Officer shall supervise the removal and disposal of the Vehicle or part thereof. The Enforcement Officer will provide notice to the Washington State Patrol and the Washington State Department of Licensing that the vehicle has been processed in accordance with the laws of the State of Washington.

B. The Town's costs related to the removal of the junk vehicle may be collected from the registered owner of the vehicle(s) if the identify of the owner can be determined, unless the owner, in the transfer of ownership, has complied with RCW 46.12.101. Alternatively, the cost may be collected from the owner of the property on which the vehicle has been stored.

#### **8.09.110 Civil Penalties.**

A. In addition to any other sanction or remedial procedure which may be available, any person, firm or corporation violating or failing to comply with any of the provisions of this chapter shall be subject to a cumulative civil penalty in the amount of \$100.00 per day for each violation from the date set for compliance until compliance with the order is achieved.

B. The penalty imposed by this section may be collected by civil action brought in the name of the Town. The Enforcement Officer may notify the Town attorney in writing of the name of any person subject to the penalty, and the Town attorney may, with the assistance of the Enforcement Officer, take appropriate action to collect the penalty.

#### **8.09.120 Additional relief.**

The Enforcement Officer may seek legal or equitable relief to enjoin any acts or practices and abate any condition which constitutes or will constitute a violation of this title when civil penalties are inadequate to effect compliance.

Section 3. Severability. If any portion of this ordinance or its application to any person or circumstances is held by a court of competent jurisdiction to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the remainder of the ordinance or the application of the remainder to other persons or circumstances.

Section 4. Effective Date. This ordinance shall take effect and be in full force five (5) days after passage and publication of an approved summary consisting of the title.



PASSED by the Council and approved by the Mayor of the TOWN OF EATONVILLE  
this day of June, 2010.

TOWN OF EATONVILLE

\_\_\_\_\_  
Raymond Harper, Mayor

ATTEST/AUTHENTICATED:

\_\_\_\_\_  
Chrystal McGlone, Town Clerk

APPROVED AS TO FORM:

OFFICE OF THE TOWN ATTORNEY:

\_\_\_\_\_  
Carol A. Morris

FILED WITH THE TOWN CLERK:  
PASSED BY THE TOWN COUNCIL:  
PUBLISHED:  
EFFECTIVE DATE:  
ORDINANCE NO. 2010-11

## **TOWN OF EATONVILLE PROCLAMATION**

*In recognition and support of the American Cancer Society Relay For Life*

**WHEREAS,** Relay For Life is the signature activity of the American Cancer Society and honors cancer survivors (anyone who has ever been diagnosed with cancer) and remembers those lost to the disease; and

**WHEREAS,** There are an estimated 11.4 million Americans with a history of cancer alive today; and

**WHEREAS,** This year alone, more than 1.5 million new cases of cancer will be diagnosed in the United States and 34,500 new cases of cancer will be diagnosed in the Washington State; and

**WHEREAS,** Money raised during the American Cancer Society Relay For Life of Eatonville helps support research, education, advocacy and patient services; and

**NOW THEREFORE,**

Be it resolved that I, Ray Harper, Mayor for the Town of Eatonville, Washington, Do hereby proclaim July 10-11, 2010 as "Relay for Life Days" in Eatonville and encourage citizens to participate in Relay For Life of Eatonville at the Eatonville High School track on July 10-11, 2010.

Proclaimed this \_\_\_\_\_ day of \_\_\_\_\_ 2010.

**ATTEST:**

\_\_\_\_\_

Chrystal McGlone, Town Clerk

\_\_\_\_\_

Raymond Harper, Mayor



June 6, 2010

Mayor Ray Harper  
Town of Eatonville  
Town Hall  
P.O. Box 309  
Eatonville, WA 98328

Dear Mayor Harper:

Relay for Life of Eatonville will be hosting its eighth annual event for the American Cancer Society on July 10 & 11, 2010. You are invited, welcomed and encouraged to join us for Relay whether you want to just visit, walk or jog! Our Relay starts with a "Survivor Lap" on Saturday, July 10th at 12:00 AM. The Luminary Walk will be at 10:00 PM the same night. This is truly a magical and emotional walk in the dark surrounded by candle-lit luminaries and the sound of bag-pipes. Each single luminary celebrates the life a loved one we are walking silently with. For a moment we are bonded with family, friends and others alike. We are wrapped together around a circular path of little lights shining out into the darkness. And then we can see clearly... We all share the same joys and sorrows of life!

I would like to request you consider signing our drafted Proclamation, proclaiming July 10-11, 2010 as "Relay For Life Days" in Eatonville to encourage citizens to participate in Relay For Life of Eatonville at the Eatonville High School track. You can either sign the letter and mail it back to the address below, or if you like copy the letter on to your letterhead and mail or email it back to me.

Relays are world-wide in over 20 countries and it is the current largest fundraiser for ACS. The theme this year is "Keys to a cure... Saving Lives and Celebrating More Birthdays." Last year the event raised a total of \$57,000! Our Relay goal is an ambitious \$70,000. As you may know Relay is a team event to fight cancer. This year we hope to have 30 teams participating with someone from each team walking or jogging during the entire 24 hours. We do fun events to celebrate life, remember those we love who have died and provide opportunities to fight back.

I continued to be amazed by the number of new people I know who have had recent cancer diagnoses – co-workers, friend's parents, our children's friends and parents, and acquaintances in our community. Nationwide nearly 1.5 million people will find out they have cancer this year. The fact is that 1 out of 2 men and 1 out of 3 women will receive a cancer diagnose in their life time. The amazing story is that there are approximately 11.4 million cancer survivors living in the U.S. My wife Karen is now a 6 year kidney cancer survivor and I am a two year skin cancer survivor. Whether you have been affected by cancer personally, or know of someone or not, there is a high probability that over your lifetime you will. The good news is there is hope and you can make a difference by helping to support the fight against cancer.

Our Planning Committee, participants and community would appreciate your support and endorsement.

*Thank you,*  
*Roger Andrascik*

Roger Andrascik  
Team Development Chair and Publicity Chair, Relay for Life of Eatonville  
170 Dow Ridge Dr N.  
Eatonville, WA 98328  
[andrasci@rainierconnect.com](mailto:andrasci@rainierconnect.com) (360) 832-4771



# Proclamation

*In recognition and support of the American Cancer Society Relay For Life*

- WHEREAS,** Relay For Life is the signature activity of the American Cancer Society and honors cancer survivors (anyone who has ever been diagnosed with cancer) and remembers those lost to the disease; and
- WHEREAS,** There are an estimated 11.4 million Americans with a history of cancer alive today; and
- WHEREAS,** This year alone, more than 1.5 million new cases of cancer will be diagnosed in the United States and 34,500 new cases of cancer will be diagnosed in the Washington State; and
- WHEREAS,** Money raised during the American Cancer Society Relay For Life of Eatonville helps support research, education, advocacy and patient services; and
- WHEREAS,** Relay For Life helps fund more than \$100 million in cancer research each year; and
- NOW  
THEREFORE,** Be it resolved that I, Ray Harper, Mayor Town of Eatonville, Washington, do hereby proclaim July 10-11, 2010 as "Relay For Life Days" in Eatonville and encourage citizens to participate in Relay For Life of Eatonville at the Eatonville High School track on July 10-11, 2010.

So proclaimed this \_\_\_\_\_ day of \_\_\_\_\_ 2010.

\_\_\_\_\_  
Mayor Ray Harper

**RESOLUTION 2010-AA**

**A RESOLUTION OF THE EATONVILLE TOWN COUNCIL AUTHORIZING THE MAYOR  
TO SIGN A CONSERVATION EASEMENT WITH THE NISQUALLY LAND TRUST IN  
FURTHERANCE OF THE TOWN'S MASHIEL RIPARIAN HABITAT ACQUISITION AND  
PROTECTION PROJECT**

**WHEREAS**, the Town of Eatonville was awarded a grant in the amount of \$823,286.00 from the Washington State Recreation and Conservation Office (WSRCO) to purchase riparian habitat along the Mashel River, and;

**WHEREAS**, the grant has a \$866,224.00 match requirement which the Town intends to satisfy by using a donation of the boxcar canyon properties from the Nisqually Land Trust (NLT), and;

**WHEREAS**, the Town has received approval from the WSRCO to use this donation to satisfy the grant match requirement, and;

**WHEREAS**, the Town's acquisition of property of this kind will benefit the environment and the citizens of Eatonville, and;

**WHEREAS**, the Town and Nisqually Land Trust have executed a MEMORANDUM OF AGREEMENT REGARDING TRANSFER OF PROPERTY AND CONSERVATION EASEMENT (the "Agreement") related to NLT's donation of the boxcar canyon properties; and

**WHEREAS**, pursuant to the Agreement with NLT, the Town is required to convey to NLT, one business day after acquiring title to the Property, a conservation easement over the Property that will assure the Property's permanent primary use as salmon habitat area; and

**NOW THEREFORE, BE IT RESOLVED** by the Council of the Town of Eatonville that the mayor is authorized to sign the attached CONSERVATION EASEMENT and is further authorized to deliver such easement immediately after the Town has acquired title to the Property from NLT.

**PASSED** by the Council of the Town of Eatonville at a regular meeting this 14 day of June, 2010.

\_\_\_\_\_  
Ray Harper, Mayor

ATTEST:

\_\_\_\_\_  
Chrystal McGlone, Town Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Jeff Taraday  
Office of the Town Attorney

After Recording Return To:  
Joe Kane  
Nisqually Land Trust  
P. O. Box 1148  
Yelm, WA 98597-1148

Document Title: Deed of Conservation Easement.  
Reference No. of Related Document:  
Grantor: Town of Eatonville  
Grantee: Nisqually Land Trust, a Washington Non-Profit Corporation  
Legal Description: Assessor's Parcel Nos.: 0416242020, -21, -38, -39, -40, -41, -42, 43, -44 & -45

### **GRANT DEED OF CONSERVATION EASEMENT**

THIS GRANT DEED of CONSERVATION EASEMENT ("Easement") is made this \_\_\_\_\_ day of \_\_\_\_\_, 2010, by the Town of Eatonville ("Grantor"), in favor of the Nisqually Land Trust ("Grantee"):

#### **I. RECITALS**

**A.** Grantor is the owner in fee simple of that certain real property (the "Property") in Pierce County, Washington, described as Assessor's Parcel Numbers 0416242020, 0416242021, 0416133038, 0416133039, 0416133040, 0 0416133041, 0416133042, 0416133043, 0416133044 & 0416133045 and more particularly described on **Exhibit A** (legal description, which the title or closing company is authorized to attach or insert).

**B.** The Property possesses natural, fish and wildlife, and open-space values (collectively, the "Conservation Values") of great importance to Grantor, Grantee and the people of Pierce County and the State of Washington.

**C.** The Property is surrounded by the Mashel Shoreline Protection and Restoration Initiative (MSPRI), on the Mashel River, a project of the Grantee that is intended to benefit a number of important species, including Pacific salmon and steelhead, which Grantee is actively seeking to preserve through acquisition of fee simple title and conservation easements. Certain restrictions on uses of the Property would benefit the MSPRI because the Property is part of the same ecosystem as the MSPRI.

**D.** Grantor intends that the Conservation Values of the Property be preserved and maintained, and herein conveys to Grantee the right to protect the Conservation Values of the Property in perpetuity pursuant to the specific terms of this Easement.

**E.** Grantee is a tax-exempt nonprofit corporation, qualified under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, and also qualified as a nonprofit nature

conservancy corporation under RCW 64.04.130 and 84.34.250, whose primary mission is to conserve and restore natural areas and wildlife habitat throughout the Nisqually River Watershed and to protect those lands in perpetuity.

F. This Easement is being granted in conjunction with transfer, from Grantee to Grantor, of title to the Property in fee simple.

G. The foregoing recitals are incorporated into this Easement by this reference.

## **II. CONVEYANCE AND CONSIDERATION**

A. For the reasons stated above, in consideration of the above and the mutual covenants, terms, conditions, and restrictions contained herein, and pursuant to the laws of the State of Washington, Grantor hereby voluntarily grants and conveys to Grantee a conservation easement ("Easement") in perpetuity over the Property consisting of certain rights in the Property, to the extent hereinafter set forth in this Easement.

B. This conveyance is a conveyance of an interest in real property under the provisions of RCW 64.04.130.

C. Grantor expressly intends that this Easement run with the land and that this Easement shall be binding upon Grantor's representatives, heirs, successors, and assigns.

D. Grantor expressly reserves all rights and interest in the Property which are not inconsistent with the purposes of the Easement.

## **III. PURPOSE**

It is the purpose of this Easement to assure that the Property will be retained forever predominantly in its natural and open-space condition, in particular as habitat for Pacific salmon and steelhead, and to prevent any use of the Property that will impair or interfere with the Conservation Values of the Property or the Mashel Shoreline Protection and Restoration Initiative. Grantor and Grantee intend that, subordinate to that purpose, this Easement will allow for management of the Property in accord with adopted Town of Eatonville plans for trails, shoreline management, and open space; and that this Easement will restrict certain uses of the Property as hereinafter set forth.

## **IV. RIGHTS CONVEYED TO GRANTEE**

To accomplish the purpose of this Easement the following rights are conveyed to Grantee by this Easement:

A. The non-exclusive right to preserve and protect in perpetuity and to restore, enhance, maintain and manage the Conservation Values of the Property and the Property's habitat values for Pacific salmon and steelhead.

B. Except as provided herein, to enter upon the Property, or to allow Grantee's employees, guests, invitees, agents and contractors to enter upon the Property, in order to: 1) monitor Grantor's compliance with and otherwise enforce the terms of this Easement; 2) conduct environmental research and education; 3) restore, enhance and maintain native habitat and conservation values; 4) plant, prune, and mark, cut, and/or remove trees and other vegetation for fish and wildlife habitat enhancement or manipulation projects, and for public health and safety; 5) post regulatory and other signs and notices consistent with the Easement; 6) perform fish and/or wildlife habitat restoration projects within the Property.

C. To enter the Property at such other times as necessary if Grantee has a reason to believe that a violation of the Easement is occurring or has occurred, for the purpose of mitigating or terminating the violation and otherwise enforcing the provisions of this Easement and to undertake or require the restoration of such areas or features of the Property that may be damaged by any inconsistent activity or use.

D. To enforce the terms of this Easement.

E. To assign, convey, or otherwise transfer the Easement. Any assignment, conveyance, or other transfer of the Easement by Grantee shall be subject to RCW 64.04.130, and any assignee shall continue to be bound by the specific obligations of the Easement as set forth herein.

#### **V. USES AND ACTIVITIES CONSISTENT WITH THE PURPOSE OF THE EASEMENT**

A. **General.** Grantor reserves for itself and its representatives, heirs, successors, and assigns all rights accruing from ownership of the Property, including the right to engage in, or permit or invite others to engage in, all uses of the Property that are not inconsistent with the purpose of this Easement. Notwithstanding the activities and uses expressly prohibited in Section VI, the following activities are consistent with the purpose of this Easement, and the right to carry out such activities and uses on the Property is expressly reserved by Grantor in perpetuity:

B. **Conservation Values.** The non-exclusive right to preserve and protect in perpetuity and to restore, enhance, maintain and manage the Conservation Values of the Property.

C. **Trail.** The right to build a trail on the Property, and to open that trail for non-motorized use by pedestrians, provided that public use of the Property is limited to the trail; that the trail is not built within 300 feet of the Mashel River or within the 1955-2002 active channel



migration zone (depicted in **Exhibit B**, entitled "Figure X, page 4-28, Town of Eatonville Draft Shoreline Inventory and Characterization Report, January 2010"), except that one Boxcar Canyon viewing area that does not exceed four hundred (400) square feet (or greater if agreed to in writing by Grantor and Grantee) may be constructed within that zone; that the trail is no wider than ten (10) feet; that Grantor does not use or apply any material containing a petroleum product; that the trail is constructed out of boardwalk (if necessary to cross wetland areas), dirt, gravel, and/or wood chips; that the trail is not an asphalt trail; and that Grantor controls the use of the trail, as further described herein, to prevent any damage to the Property's Conservation Values.

**D. Vehicles.** The right to use a motorized or non-motorized vehicle or vehicles to service and maintain the Property or to construct the improvements authorized by this Section V, provided that any damage to the Property's Conservation Values caused by use of such a vehicle shall be immediately repaired by Grantor at Grantor's expense.

**E. Fences.** The right to construct and maintain fences within or around the Property, provided that the design and location shall not interfere with the Conservation Values of the Property.

**F. Composting and Storage of Wastes.** The right to compost and use organic and vegetative waste resulting from uses and activities on the Property, consistent with the Purpose of this Easement, and to store other wastes generated by uses and activities on the Property consistent with the Purpose of this Easement; provided that such other wastes are stored temporarily in appropriate containment for removal at reasonable intervals, in compliance with applicable federal, state, and local laws, and in a manner that does not interfere with the Conservation Values of the Property.

## **VI. USES AND ACTIVITIES INCONSISTENT WITH THE PURPOSE OF THE EASEMENT**

**A. General.** Any use of, or activity on, the Property inconsistent with the purpose of this Easement is prohibited, and Grantor acknowledges and agrees that it will not conduct, engage in or permit any such use or activity. Without limiting the generality of this subsection, the following uses of, or activities on, the Property, though not an exhaustive list, are inconsistent with the purpose of this easement and shall be prohibited:

**B. Subdivision.** The legal or "de facto" division, subdivision, or partitioning of the Property provided that the Property may be subdivided by the consent of Grantor and Grantee for the purpose of selling a portion of the Property to a government agency or private nonprofit organization for permanent stewardship consistent with the terms of this Easement.

**C. Construction.** The placement or construction of any buildings, permanent structures or other improvements of any kind (including, without limitation, pipelines, towers, poles, wells, septic systems, drain fields, fences, roads, parking areas, enclosures, or other

improvements of any kind), temporary or permanent, except as authorized in Section V.

**D. Mining.** The exploration for, or development and extraction of, oils, gases, coal, ores, minerals including sand and gravel, geothermal resources, fossils, or archaeological, historical or cultural objects, on or below the surface of the Property.

**E. Removal of Trees and Other Vegetation.** The pruning, cutting down, or other destruction or removal of native trees and/or other native vegetation, whether such trees or vegetation are standing, down, commercial or non-commercial in nature, live, dead, dying, diseased or insect-infested; except as necessary for public health and safety and except the minimum necessary to build the improvements authorized by Section V, or with the express written approval of the Grantee.

**F. Alteration of Land.** The alteration of the surface of the land, including without limitation the excavation, grading, fill or removal of soil, sand, gravel, rock, peat, or sod, except the minimum alteration necessary to build the improvements authorized by Section V and such alteration as is deemed necessary by Grantee to preserve, restore, enhance or protect the Conservation Values of the Property as authorized by Section IV.

**G. Soil and Water.** Any use or activity that causes or is likely to cause soil degradation, soil erosion, or pollution of any surface or sub-surface waters.

**H. Wetlands.** The draining, filling, dredging or diking of any wetland areas, except as necessary to restore fish and/or wildlife habitat. If it is necessary for the trail mentioned in Section V.C, above, to cross a wetland area, that crossing shall be constructed as a boardwalk or similarly non-disturbing method.

**I. Ponds and Water Courses.** The alteration of any ponds and water courses, the creation of new water impoundments or water courses, or the disturbance of any soil within two hundred (200) feet of the thread of any water course, except as necessary to restore ecosystem processes relative to fish and/or wildlife habitat or implement an approved enhancement plan, and except such soil disturbance as is necessary to construct one viewing area of Boxcar Canyon.

**J. Wells.** Drilling for or operating water wells or the operation of surface water collection systems.

**K. Waste and Waste Disposal.** The dumping, disposal or storage on the Property of any waste, rubbish, garbage, debris, abandoned vehicles or equipment, parts thereof, or other unsightly, offensive, or hazardous waste or material as defined in any applicable federal, state or local laws or regulations; except as authorized in Section V. Grantor shall provide for the regular collection and removal of all trash and waste generated by use of improvements authorized by Section V.

**L. Use of Property.** Industrial or commercial activities on the Property.

**M. Signs.** The placement of signs, billboards, or other advertising material on the Property, except that signs whose placement, number and design do not significantly diminish the scenic character of the Property may be displayed (i) to state the name and address of the Property and the name of the Grantor and its permitted activities; (ii) to state the preserved nature of the property; (iii) to post the Property to control unauthorized entry or use; (iv) to provide information necessary for the safe use of improvements authorized by Section V.

**N. Utilities.** The installation of new utility systems or extensions of existing utility systems, including without limitation water, sewer, septic, power, fuel and communication lines and related facilities except as may be required by Grantee to protect the Conservation Values of the Property.

**O. Lighting.** Any lighting on the property.

**P. Sound Amplification.** Any sound amplification on the property.

**Q. Communication Sites.** Communication sites and/or towers of any nature.

**R. Herbicides or Pesticides.** The use of herbicides, pesticides, fertilizer, or other agricultural chemicals except as deemed necessary by Grantee to preserve, protect or enhance the Conservation Values of the Property.

**S. Introduced Vegetation.** The planting or introduction of any species of non-native invasive vegetation, including noxious weeds, ivy, wisteria, nonnative clematis, blackberry, herb Robert, and holly, on the Property and any use or activity that causes or is likely to cause harm to or loss of any native vegetation on the Property.

**T. Vehicles.** The operation of any motorized or non-motorized vehicles, including without limitations bicycles, skateboards, automobiles, trucks, motorcycles, all-terrain vehicles, dune buggies, recreational vehicles, motor homes, snowmobiles, go-carts and any other type of on- or off-road vehicles, except as authorized by Section V or to maintain the Conservation Values of the Property.

**U. Livestock.** Any use of the property by both large (cattle, horses, llamas, etc.) and small (turkeys, chickens, peafowl, etc.) livestock.

**V. Domestic Animals.** Any use of the property by domestic animals, including but not limited to dogs, cats, and horses. Periodically, but not less often than once a year, Grantor shall remove or have removed previously domesticated animals, including all dogs and cats, that have been abandoned on the Property or are living on or using the Property in a wild state.

**W. Vehicle Storage:** Vehicle storage of any type except that vehicles may be stored temporarily but no longer than fourteen (14) days when needed for activities permitted in Sections IV or V.

**X. Toxic and Hazardous Material Storage:** Storage of toxic and/or hazardous materials.

## **VII. AFFIRMATIVE OBLIGATIONS AND COMMITMENTS**

**A. Invasive Non-native Species.** Grantor and Grantee commit to work together over the coming years to explore and implement reasonable methods of controlling or eradicating invasive non-native species on the Property.

**B. Native Species.** Grantor and Grantee commit to work together over the coming years to encourage the establishment of appropriate native species on the Property.

## **VIII. GRANTEE'S REMEDIES**

**A. Notice of Violation, Corrective Action.** If Grantee determines that Grantor is in violation of the terms of this Easement or that a violation is threatened, Grantee shall give written notice to Grantor of such violation and demand corrective action sufficient to cure the violation and, where the violation involves injury to the Property, resulting from any use or activity inconsistent with the purpose of this Easement, to restore the portion of the Property so injured to its prior condition in accordance with a plan approved by Grantee.

**B. Grantor's Failure to Respond.** Grantee may bring an action as provided in subsection C if Grantor:

1. Fails to cure the violation within thirty (30) days after receipt of a notice of violation from Grantee; or
2. Under circumstances where the violation cannot reasonably be cured within a thirty (30)-day period, fails to begin curing such violation within the thirty (30)-day period and fails to continue diligently to cure such violation until finally cured.

**C. Grantee's Action, Injunctive Relief.** Grantee may bring an action at law or in equity in a court of competent jurisdiction to enforce the terms of this Easement; to enjoin the violation by temporary or permanent injunction; and to require the restoration of the Property to the condition that existed prior to such injury.

**D. [deleted]**

**E. Emergency Enforcement.** If Grantee, in its sole discretion, determines that circumstances require immediate action to prevent or mitigate significant damage to the Conservation Values of the Property, Grantee may pursue its remedies under subsection C without prior notice to Grantor or without waiting for the period provided for cure to expire.

However, should it be determined that any such damage to the Conservation Values of the Property requiring immediate action was not the result of any inconsistent use of the Property by Grantor, Grantor shall not be liable for said damages, nor shall Grantor be liable for any costs, including attorney fees, incurred by Grantee in connection with the enforcement of this subsection.

**F. Scope of Relief.** Grantee's rights under this paragraph apply equally in the event of either actual or threatened violations of the terms of this Easement. Grantor agrees that Grantee's remedies at law for any violation of the terms of this Easement are inadequate and that Grantee shall be entitled to the injunctive relief described in this paragraph, both prohibitive and mandatory, in addition to such other relief to which Grantee may be entitled, including specific performance of the terms of this Easement. Grantee's remedies described in this paragraph shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity.

**G. Costs of Enforcement.** To the extent that Grantor is in violation of the terms of this Easement, Grantor or its successors or assigns shall bear the reasonable and necessary costs incurred by Grantee in enforcing the terms of this Easement against the Grantor, including costs of suit and reasonable attorneys' fees actually incurred and any restoration necessitated by Grantor's or Grantor's agents', employees', contractors', family members', invitees' or licensees' violation of the terms of this Easement.

**H. Grantee's Discretion and Forbearance.** Enforcement of the terms of this Easement shall be at the discretion of Grantee, and any forbearance by Grantee to exercise its rights under this Easement in the event of any breach of any term of this Easement by Grantor shall not be deemed or construed to be a waiver by Grantee of such term or of any subsequent breach of the same or any other term of this Easement or of any of Grantee's rights under this Easement. No delay or omission by Grantee in the exercise of any right or remedy upon any breach by Grantor shall impair such right or remedy or be construed as a waiver.

**I. Acts Beyond Grantor's Control.** Nothing contained in this Easement shall be construed to entitle Grantee to bring any action against Grantor for any injury to or change in the Property resulting from causes beyond Grantors' control, including, without limitation, fire, flood, storm, and earth movement that Grantor could not reasonably have anticipated or prevented, or from any prudent action taken by Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Property resulting from such causes.

## **IX. COSTS, LIABILITIES AND INSURANCE, TAXES, ENVIRONMENTAL COMPLIANCE, AND INDEMNIFICATION**

**A. Costs, Legal Requirements, Liabilities and Insurance.** Grantor retains all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep, and maintenance of the Property, including the maintenance of adequate comprehensive general liability insurance coverage. Grantor shall keep the Property free of any

liens arising out of any work performed for, materials furnished to, or obligations incurred by Grantor.

**B. Taxes.** Grantor shall pay before delinquency all taxes, assessments, fees, and charges of whatever description levied on or assessed against the Property by competent authority (collectively "taxes"), including any taxes imposed upon, or incurred as a result of, this Easement, and shall furnish Grantee with satisfactory evidence of payment upon request. If Grantor fails to pay any taxes when due, Grantee is authorized, but in no event obligated, to make or advance such payment of taxes upon sixty (60) days prior written notice to Grantor, in accordance with any bill, statement, or estimate procured from the appropriate authority, after confirming the validity of the taxes or accuracy of the bill, statement or estimate, and the obligation created by such payment shall be paid by Grantor to Grantee within thirty (30) days of Grantor's payment pursuant to this subsection, at the maximum rate allowed by law.

**C. Indemnification and Assumption of Risk.** Grantee, and Grantee's employees, guests, invitees, successors, assigns, agents and contractors, hereby assume all of the risks of entering upon the Property, except those risks resulting from negligent or reckless acts by the Grantor. Grantee shall forever defend, indemnify and hold harmless Grantor, its successors, assigns, and agents from any claim, loss, liability, demand, cost or expenses, including but not limited to reasonable attorneys' fees, arising out of or in any way connected with the entry onto and/or use of the Property by Grantee or Grantee's employees, guests, invitees, successors, assigns, agents and contractors, unless such claim, loss, liability, demand, cost, or expense is due to the negligent or reckless activities of the Grantor upon the Property. Grantor shall forever defend, indemnify and hold harmless Grantee, its successors, assigns, and agents from any claim, loss, liability, demand, cost or expenses, including but not limited to reasonable attorneys' fees, arising out of or in any way connected with negligent or reckless acts by the Grantor upon the Property.

**D. Representations and Warranties.** Because Grantor is conveying this easement almost immediately after obtaining the fee from Grantee, it is not making any representations and warranties with respect to the Property.

**E. Remediation.** If, at any time, there occurs, or has occurred, a release in, on, or about the Property of any substance now or hereafter defined, listed, or otherwise classified pursuant to any federal, state, or local law, regulation, or requirement as hazardous, toxic or dangerous to the air, water or soil, or in any way harmful or threatening to human health or environment, Grantor agrees to take all steps necessary to assure its containment and remediation, including any cleanup that may be required, unless the release was caused by a third party, in which case the third party shall be responsible for remediation, or unless the release predated Grantor's ownership of the Property.

## **X. EXTINGUISHMENT**

**A. Extinguishment.** If circumstances arise in the future such as to render the purpose of this Easement impossible to accomplish, this Easement can be terminated or extinguished, whether in whole or in part, only by judicial proceedings in a court of competent jurisdiction. Grantor explicitly gives up its right to modify or extinguish this easement through a process of condemnation.

**B. Assignment.** This Easement is transferable. As a condition of such transfer, Grantee shall require that the transferee exercise its rights under the assignment consistent with the purposes of the Easement. Grantee shall notify Grantor in writing, at Grantor's last known address, in advance of such assignment.

**C. Subsequent Transfers.** Grantor agrees to incorporate the terms of this Easement in any deed or other legal instrument by which it divests itself of any interest in all or a portion of the Property, including, without limitation, a leasehold interest.

## **XI. AMENDMENT**

If circumstances arise under which an amendment to or modification of this Easement would be appropriate, Grantor and Grantee are free to jointly amend this easement. Any such amendment shall be in writing as mutually agreed to by both Grantee and Grantor. All amendments shall be recorded in the official records of Pierce County and any other jurisdiction in which such recording is required.

## **XII. NOTICES**

Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other shall be in writing and either served personally or sent by first class mail, postage prepaid, addressed as follows:

**To Grantor:**

Town Clerk  
Town of Eatonville  
201 Center Street West  
P.O. Box 309  
Eatonville, Washington 98328

**To Grantee:**

Executive Director  
Nisqually Land Trust  
P.O. Box 1148  
Yelm, WA 98597

or to such other address as either party from time to time shall designate by written notice to the other.

### **XIII. RECORDATION**

Grantee shall record this instrument in timely fashion in the official records of Pierce County, Washington, as may be required to preserve its rights in this Easement.

### **XIV. GENERAL PROVISIONS**

**A. Controlling Law.** The interpretation and performance of this Easement shall be governed by the laws of the State of Washington. Venue shall be Pierce County.

**B. Liberal Construction.** Any general rule of construction to the contrary notwithstanding, this Easement shall be liberally construed in favor of the grant to effect the Purpose of this Easement and the policy and purpose of RCW 64.04.130 and Chapter 84.34 RCW. If any provision in this instrument is found to be ambiguous, an interpretation consistent with the Purpose of this Easement that would render the provision valid shall be favored over any interpretation that would render it invalid.

**C. Severability.** If any provision of this Easement, or the application thereof to any person or circumstance, is found to be invalid, the remainder of the provisions of this Easement, or the application of such provision to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby.

**D. Entire Agreement.** This instrument sets forth the entire agreement of the parties with respect to the Easement and supersedes all prior discussions, negotiations, understandings, or agreements relating to the Property, all of which are merged into this Easement. No alteration or variation of this instrument shall be valid or binding unless contained in an amendment as provided for in this Easement.

**E. No Forfeiture.** Nothing contained herein will result in a forfeiture or reversion of Grantors' title in any respect.

**F. Joint Obligation.** The obligations imposed by this Easement upon Grantors shall be joint and several.

**G. Successors and Assigns.** The covenants, terms, conditions, and restrictions of this Easement shall be binding upon, and inure to the benefit of, the parties hereto and their respective personal representatives, heirs, successors, and assigns and shall continue as a servitude running in perpetuity with the Property.

**H. Termination of Rights and Obligations.** A party's rights and obligations under this Easement terminate upon transfer of the party's interest in the Easement or Property, except



that liability for acts or omissions occurring prior to transfer shall survive transfer.

**I. Captions.** The captions in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon construction or interpretation.

TO HAVE AND TO HOLD unto Grantee, its successors, and assigns forever.

IN WITNESS WHEREOF, Grantor and Grantee have executed this instrument on the date set forth below.

\_\_\_\_\_  
(Grantor)

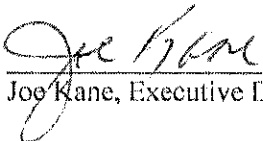
\_\_\_\_\_  
Date

\_\_\_\_\_  
(Grantor)

\_\_\_\_\_  
Date

Accepted:

Nisqually Land Trust

  
\_\_\_\_\_  
Joe Kane, Executive Director (Grantee)

6/8/10  
\_\_\_\_\_  
Date

STATE OF WASHINGTON )  
 )ss.  
County of Pierce )

I certify that I know or have satisfactory evidence that \_\_\_\_\_ signed this instrument, on oath stated that they are authorized to execute the instrument, and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.

GIVEN under my hand and official seal this \_\_\_\_ day of \_\_\_\_\_, 2010.

\_\_\_\_\_  
NOTARY PUBLIC, in and for the State of  
Washington, residing at \_\_\_\_\_  
My commission expires: \_\_\_\_\_

STATE OF WASHINGTON )

)ss.

County of Pierce )

I certify that I know or have satisfactory evidence that Joe Kane signed this instrument, on oath stated that he was authorized to execute the instrument as the executive director of the Nisqually Land Trust, and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

GIVEN under my hand and official seal this 8<sup>th</sup> day of June, 2010.

Monica D Beckley

NOTARY PUBLIC, in and for the State of  
Washington, residing at Thurston Co.

My commission expires Sept 14, 2011

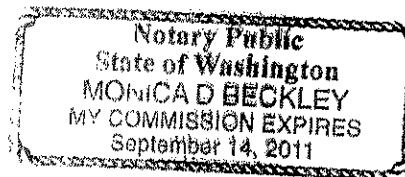


EXHIBIT B  
Figure X, page 4-28, Town of Eatonville Draft Shoreline Inventory and Characterization  
Report, January 2010

